

ORDINANCE NO. 93-19

1 AN ORDINANCE OF THE BOARD OF COUNTY
2 COMMISSIONERS OF PALM BEACH COUNTY,
3 FLORIDA, PROVIDING FOR THE IMPOSITION OF
4 A FIVE CENT LOCAL OPTION GAS TAX UPON
5 EVERY GALLON OF MOTOR FUEL SOLD IN PALM
6 BEACH COUNTY AND TAXED UNDER THE
7 PROVISIONS OF CHAPTER 206 OF THE FLORIDA
8 STATUTES; PROVIDING THAT THE LEVY SHALL
9 BE EFFECTIVE BEGINNING JANUARY 1, 1994;
10 PROVIDING FOR DISTRIBUTION PURSUANT TO AN
11 INTERLOCAL AGREEMENT BETWEEN PALM BEACH
12 COUNTY AND THE MUNICIPALITIES LOCATED
13 THEREIN; PROVIDING FOR AUTHORIZATION FOR
14 UTILIZATION OF PROCEEDS FROM TAX;
15 PROVIDING FOR AN EFFECTIVE DATE;
16 PROVIDING FOR INCLUSION WITHIN THE COUNTY
17 CODE.

18 WHEREAS, Section 336.025(1)(b), Florida Statutes,
19 authorizes the Board of County Commissioners to impose a five
20 cent local option tax on every gallon of motor fuel sold in
21 Palm Beach County; and

22 WHEREAS, Section 336.025(1)(b), Florida Statutes,
23 provides that the proceeds of this tax shall be utilized to
24 meet the costs of certain transportation needs of the County
25 and municipal governments; and

26 WHEREAS, to protect the health, safety, and general
27 welfare of the public, it is necessary to meet these
28 transportation needs.

29 NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF THE
30 COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, that:

31 **SECTION 1.** This ordinance, referred to as the "Interlocal
32 Agreement Gas Tax Ordinance", is authorized by Section
33 336.025(1)(b), Florida Statutes.

34 **SECTION 2.** A five cent local option gas tax is hereby
35 imposed upon every gallon of motor fuel sold in Palm Beach
36 County and taxed under the provisions of Chapter 206, Florida
37 Statutes.

38 **SECTION 3.** The tax levy hereby made shall be effective

1 January 1, 1994, and the tax shall be collected and remitted
2 in accordance with the provisions of Chapter 336, Florida
3 Statutes.

4 **SECTION 4.** The proceeds of the tax levied by this
5 ordinance shall be divided and distributed by the Florida
6 Department of Revenue as provided for in an interlocal
7 agreement dated August 17, 1993 by and between Palm Beach
8 County and the municipalities representing a majority of the
9 incorporated population located within said County, which
10 agreement is incorporated herein by reference and made a part
11 hereof. As provided for in said interlocal agreement and
12 subject to the terms and conditions thereof, Palm Beach County
13 shall receive 79% of the proceeds of said tax and the
14 municipalities shall receive collectively 21% of said tax.

15 **SECTION 5.** County and municipal governments shall utilize
16 the proceeds of the tax levied by this ordinance for
17 transportation expenditures needed to meet the requirements of
18 the capital improvements element of an adopted comprehensive
19 plan as more specifically provided for in Section 336.025,
20 Florida Statutes.

21 **SECTION 6.** This Ordinance was adopted on the 17th day of
22 August, 1993 on the affirmative vote of a majority plus one
23 vote of the members of the Board of County Commissioners.

24 **SECTION 7.** The provisions of this Ordinance shall become
25 and be made part of the Code of Laws and Ordinances of Palm
26 Beach County, Florida. The sections of this Ordinance may be
27 renumbered or relettered to accomplish such and the word
28 "ordinance", may be changed to "section, article", or other
29 appropriate word.

30 **SECTION 8.** If any section, paragraph, clause, phrase or
31 word of this Ordinance is found unconstitutional, inoperative
32 or void, such hold shall not effect the remainder of this
33 Ordinance.

34 **SECTION 9.** All local laws and ordinances applying to the
35 unincorporated and the incorporated areas of Palm Beach County

1 in conflict with any provision of this ordinance are hereby
2 repealed to the extent of any such conflict; provided however
3 that all existing taxes on motor fuel and/or special fuel
4 previously imposed by Palm Beach County shall remain in full
5 force and effect.

6 **SECTION 10.** The provisions of this ordinance shall become
7 effective upon receipt of acknowledgement by the Secretary of
8 State.

9 **APPROVED AND ADOPTED** by the Board of County
10 Commissioners of Palm Beach County, on the 17th day
11 of August, 19 93.



12 **PALM BEACH COUNTY, FLORIDA,**
13 **BY ITS BOARD OF COUNTY COMMISSIONERS**

14 By Mary McCord
15 Chairman

16 **APPROVED AS TO FORM AND**
17 **LEGAL SUFFICIENCY**

18 [Signature]
19 COUNTY ATTORNEY

DEBORAH H. WILKEN, Clerk
Board of County Commissioners
By [Signature]
DEPUTY CLERK

20 Acknowledgement by the Department of State of the State
21 of Florida, on this, the 24th day of
22 August, 19 93.

23 **EFFECTIVE DATE:** Acknowledgement from the Department of
24 State received on the 30th day of August, 19 93,
25 at 1:25 P.M. and filed in the Office of the
26 Clerk of the Board of County Commissioners of Palm Beach
27 County, Florida.

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the
Board of County Commissioners, do hereby certify to be a
true and correct copy of the original in my office
on 8/17/93
DATED at West Palm Beach, FL on 9/1/93
DOROTHY H. WILKEN, Clerk
By: [Signature] D.C.
Deputy Clerk

INTERLOCAL AGREEMENT

This Agreement is made the _____ day of August, 1993 by and between Palm Beach County, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is 301 N. Olive Avenue, West Palm Beach, Florida, 33401 and _____, a municipality located in Palm Beach County, Florida (hereinafter referred to as "Municipality"), whose mailing address is _____.

W I T N E S S E T H

WHEREAS, Chapter 336.025, Florida Statutes, was amended by the Florida Legislature and took effect on May 1, 1993; and

WHEREAS, said Statute authorizes a 1, 2, 3, 4, or 5 cent local option gas tax to be levied upon the sale of motor fuel within the County; and

WHEREAS, said Statute in Section 1(b)2 authorizes execution of an interlocal agreement by and between Palm Beach County and the Municipalities located therein to establish a distribution formula for dividing the proceeds of said tax among county government and all eligible municipalities within the County; and

WHEREAS, representatives of Palm Beach County and the Municipalities have met and negotiated mutually acceptable terms and conditions for said interlocal agreement which are set forth herein; and

WHEREAS, this Agreement must be approved and executed not later than August 31, 1993.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions.

1. This Agreement is entered into with the specific contemplation that the Board of County Commissioners of Palm Beach County will enact an appropriate ordinance to levy a five cent (5¢) local option gas tax within Palm Beach County, with said tax being imposed effective on January 1, 1994 and further with said proceeds being distributed based

upon an Interlocal Agreement ("Interlocal Agreement Gas Tax Ordinance") as opposed to being based upon historical expenditures ("Statutory Distribution Gas Tax Ordinance"). In the event the Board of County Commissioners of Palm Beach County fails or refuses to enact said ordinance, this Agreement shall be null and void. Similarly, the term of this Agreement shall be contemporaneous with the term set forth in the aforesaid Interlocal Agreement Gas Tax Ordinance so that the parties expressly agree that this agreement shall terminate at such time as the gas tax proceeds are no longer collected and distributed pursuant to the aforementioned contemplated "Interlocal Agreement Gas Tax Ordinance".

2. A. All proceeds of the tax collected pursuant to said ordinance shall be divided between Palm Beach County and the cities as follows:

i. The County shall receive seventy-nine percent (79%) of all sums collected.

ii. The cities collectively shall receive twenty-one percent (21%) of all sums collected.

B. All money shall be collected and distributed to the respective parties as provided in Chapter 336.025(2), Florida Statutes.

3. Each Municipality eligible to participate in the distribution of the proceeds of said tax shall receive a pro rata share of the aforesaid 21% Municipality share pursuant to a formula that will be based 70% on lane miles located within a Municipality for which the Municipality is responsible for maintenance and 30% upon the population of the Municipality based upon the most recent University of Florida Population Estimate. Said formula is:

$$30\% \times \frac{(\text{city population})}{(\text{sum of city population})} + 70\% \times \frac{(\text{city lane miles})}{(\text{sum of city lane miles})} = \text{Local Distribution}$$

Exhibit "A" which is made a part hereof and incorporated herein by reference identifies each eligible Municipality's pro rata share of the Municipalities 21% share. The Municipal League, on behalf of those eligible Municipalities, shall prepare and submit to the County, prior to execution of this Interlocal Agreement by the Municipalities, the aforementioned Exhibit "A". Moreover, said distribution may be amended not more than once annually by the Municipal League preparing, on behalf of said Municipalities, a new

Exhibit "A", based upon changes in the foregoing criteria, and submitting, by June 1st of any year, same to the County Administrator who shall in turn transmit same to the Department of Revenue.

4. This is one of several interlocal agreements between the County and various Municipalities providing for the same terms for the division and distribution of the proceeds of the gas tax. As such, this interlocal agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same instrument (the "Interlocal Agreement") for the purpose of paragraph 1(b)2 of Section 336.025, Florida Statutes. The Interlocal Agreement constitutes an interlocal agreement between Palm Beach County and the Municipalities located therein representing a majority of the incorporated area population within Palm Beach County.

5. Nothing in this agreement shall preclude either party from litigating against the other on matters completely unrelated to and not contemplated by this agreement.

6. This agreement shall take effect only upon execution both by Palm Beach County and by those Municipalities representing a majority of the population of the incorporated areas of Palm Beach County. In the event that either Palm beach County fails or refuses to execute this Agreement or in the event that those Municipalities representing a majority of the population of the incorporated areas of Palm Beach County fail to execute this Agreement, then this Agreement automatically shall be null and void and the parties hereto shall have no further rights or responsibilities hereunder.

7. The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this agreement shall have no affect upon the validity of any other part of portion hereof.

8. To the extent allowed by law, the venue for any action arising from this agreement shall be in Palm Beach County, Florida.

9. This agreement shall be governed by and in accordance with the laws of the State of Florida.

10. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable

attorney's fees.

11. Any notice given under the provisions of this agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, postage prepaid to:

COUNTY:
Palm Beach County
Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, FL 33401

WITH A COPY TO:
County Attorney
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

MUNICIPALITY:

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notice by certified or registered mail, return receipt requested, shall be deemed given on the date that such notice is deposited in a United States Post Office.

12. The parties expressly agree that time is of the essence in this agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

13. The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this agreement.

14. The parties agree that this agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals
in the day set forth above.

ATTEST:

(NAME OF MUNICIPALITY)

By: _____
City Clerk

By: _____
Mayor

ATTEST:
DOROTHY H. WILKEN, Clerk

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

INCORPORATED PALM BEACH COUNTY
POPULATION AND LANE MILES DISTRIBUTION
END OF YEAR 1993

CITY	INCORPORATED POPULATION	PERCENT OF TOTAL INC. POPULATION	INCORPORATED LANE MILES	PERCENT OF TOTAL INC. LANE MILES	PERCENT LOCAL DISTRIBUTION
Atlantis	1,673	0.35	24.0	0.78	0.649
Belle Glade	17,208	3.62	134.3	4.34	4.127
Boca Raton	63,224	13.30	502.0	16.24	15.357
Boynton Beach	48,144	10.13	244.4	7.91	8.573
Briny Breezes	395	0.08	0.0	0.00	0.025
Cloud Lake	121	0.03	1.4	0.05	0.039
Delray Beach	48,346	10.17	387.7	12.54	11.830
Glen Ridge	211	0.04	3.3	0.11	0.088
Golf	190	0.04	7.0	0.23	0.170
Golfview	153	0.03	2.4	0.08	0.064
Greenacres City	21,938	4.62	25.0	0.81	1.951
Gulfstream	703	0.15	10.0	0.32	0.271
Haverhill	1,154	0.24	8.8	0.28	0.271
Highland Beach	3,234	0.68	4.0	0.13	0.295
Hypoluxo	1,117	0.24	1.3	0.04	0.100
Juno Beach	2,185	0.46	3.1	0.10	0.208
Jupiter	25,898	5.45	136.0	4.40	4.714
Jupiter Inlet Colony	406	0.09	5.4	0.17	0.148
Lake Clarke Shores	3,613	0.76	27.7	0.90	0.855
Lake Park	6,639	1.40	59.4	1.92	1.764
Lake Worth	28,387	5.97	194.2	6.28	6.189
Lantana	8,396	1.77	57.9	1.87	1.841
Manalapan	321	0.07	9.2	0.30	0.229
Mangonia Park	1,411	0.30	14.0	0.45	0.406
North Palm Beach	11,747	2.47	52.3	1.69	1.926
Ocean Ridge	1,593	0.34	26.0	0.84	0.689
Pahokee	6,871	1.45	18.4	0.60	0.850
Palm Beach	9,819	2.07	94.6	3.06	2.762
Palm Beach Gardens	27,553	5.80	90.0	2.91	3.777
Palm Beach Shores	1,031	0.22	10.3	0.33	0.298
Palm Springs	9,706	2.04	26.0	0.84	1.201
Riviera Beach	27,128	5.71	208.0	6.73	6.422
Royal Palm Beach	16,462	3.46	156.8	5.07	4.589
South Bay	4,039	0.85	29.7	0.96	0.927
South Palm Beach	1,483	0.31	0.0	0.00	0.094
Tequesta	4,503	0.95	45.2	1.46	1.308
West Palm Beach	68,270	14.36	471.7	15.26	14.990
	475,272		3091.5		100